

EXHIBIT A

Upgrade Planning and Coordination

The company agrees that, in the course of upgrading its system, it will follow the procedures described below, in addition to complying with all requirements for permitting and construction established by the St. Paul Legislative Code.

1. As part of the upgrade, company will inspect the cable system and ensure that all portions are brought into compliance with the current version of applicable safety codes. It will also replace or repair any plant that is in disrepair, and correct any improper installation.
2. At least three months before it begins construction on the upgrade, and no more than six months after the effective date of its franchise, company will submit an upgrade design plan to the city. The design plan will identify the phases for construction and the planned construction schedule. The design plan will show the design for both the institutional network and the subscriber network.
3. The company's system design plan will be sufficiently detailed to permit the city to determine whether the completed system is likely to comply with the requirements of the franchise. It will specify at least the following elements:
 - a. design type, trunk and feeder design, and number and location of nodes;
 - b. trunk and distribution system coaxial cable, fiber and fiber and coaxial equipment to be used;
 - c. standby power for the cable system, including the headend;
 - d. longest amplifier cascade in the cable system (number of amplifiers, number of miles, type of cable/fiber);
 - e. design maps and tree trunk maps for the cable system. The system design will be shown on maps of industry standard scale, using standard symbology, and shall depict all electronic and physical features of the plant, including tap windows.
4. The city may submit comments on the design plan to company within 30 days of the date the design plan is submitted to the city. Within 30 days of receipt of the comments, company shall respond to the city, explaining any changes made to its design plan and providing a brief explanation as to why it failed to incorporate other comments.
5. Company shall (a) follow its design plan, if approved by the city (except to the extent that complying with that plan would violate this agreement) unless the cable communications officer, in writing authorizes a modification of the plan, which writing must identify what is being modified and how it is being modified (the modification may modify the plan schedule); (b) use construction procedures and protocols that are designed to ensure that the cable system performs as would be expected if all defective

components were replaced with high-quality components given manufacturer's specifications for the newly-installed equipment; and (c) implement quality control and testing procedures that will ensure that every part of the cable system functions to deliver high quality service to subscribers.

6. Construction schedule. The upgrade must be completed within 36 months of the effective date of the franchise. The upgrade shall proceed in accordance with the construction schedule shown on the table at the end of this Exhibit A.

7. Company shall assure that pre-installation quality control is performed on replacement cable and equipment. In the case of passive components, this will include random testing to verify compliance with the manufacturers' specifications.

8. Company shall perform acceptance tests on each construction area segment as it is completed. The test should indicate that all parts of the cable system are operating as expected, and satisfying all applicable technical standards at full loading. Company shall ensure that subscriber drops can deliver all the services provided by the upgraded system, without noticeable signal degradation and in a manner consistent with sound engineering practices; and shall ensure that drops are replaced that are physically defective or where the signal level exceeds the levels provided for in the system design plan consistent with the tap windows.

9. Beginning November 1, 1998 and every month thereafter, city and company will meet to discuss the progress of the upgrade, and to attempt to work cooperatively to speed the construction process (by e.g., discussing any problems in obtaining permits) and to minimize the impact upon subscribers. At each meeting, company shall provide a detailed written progress report on the upgrade, describing in detail its progress in satisfying the requirements of its franchise and in particular, this Exhibit A.

10. Company will take prompt corrective action if it finds that any facilities or equipment on the cable system are not operating as expected, or if it finds that facilities and equipment do not comply with the requirements of this franchise or applicable law.

DESCRIPTION OF WORK	TO BE COMPLETED BY
Engineering planning	6
Construction strand and equipment drawings	12-18*
Additional fiber optical cable and nodes installation	12-18*
Fiber optical node upgrading	12-18*
Coaxial amplifier replacement and re-spacing	24-30*
Passive equipment replacement	30-36*
System balancing and proof-of-performance	36

* Dates are in months from the effective date of the franchise. Specific work will be worked in phases. Some phases will be completed earlier. Some phases/work areas may require minor touch-up before they are complete. Higher number is outer limit. Lower number is when most should be complete.

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EXHIBIT B
INSTITUTIONAL NETWORK ADDENDUM

Additional Data Channels Activation on
Upgraded HFC Institutional Network

Company shall activate an additional data channel on the Upgraded HFC Institutional Network for use of the City and/or the Saint Paul Public Schools within six months of a city request. Each additional data channel will actually require the use of a single channel in the forward path and a single channel in the reverse path on the distribution system segments along with 100 Mbps Connecting Links and Headend equipment and hardware as described further below.

The activated data channels must be available to all locations on the HFC Institutional Network, and must be connected to and operate in a manner consistent with the Connecting Link between the City Hall Annex and the Headend being provided under the Corrective Plan and shown as Attachment 2-A-8 in the Corrective Plan. This requires that the company provide an additional 100 Mbps link from the City Hall Annex to the Headend for the additional City Data Channel and a 100 Mbps link from the Saint Paul Public Schools Data Center to the Headend for the additional School Data Channel. The company shall provide and maintain all equipment and associated facilities needed for the Connecting Links including the Ethernet switches at the City Hall Annex and the Saint Paul Public Schools Data Center.

As provided in the Corrective Plan, the company shall provide and maintain all equipment and associated facilities needed at the Headend, for the Connecting Links, and throughout the distribution network to provide an operational system to the City and Saint Paul Public Schools demarcation points for each of the activated data channels. The company shall provide space at the Headend required for the additional equipment; it shall have the same obligation to provide space for such purposes as it has with respect to the HFC Institutional Network under the Corrective Plan.

The City and Saint Paul Public Schools shall provide modems for the users. Specific equipment needed at the Headend will depend upon the modems which the City and the Saint Paul Public Schools decide to use for these additional channels. The City shall inform the company of the make and model of the modems by the time of requesting activation.

The design shall be subject to the final approval of the City, which approval shall not be unreasonably withheld.

Fiber Institutional Network

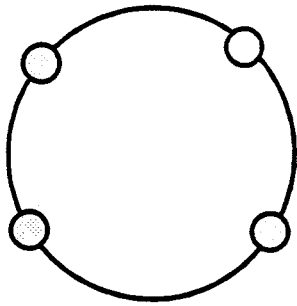
The company shall provide a Fiber Institutional Network to supplement the HFC Institutional Network to address the need for highly reliable transmission of data, voice, and television at increasing data rates. It is anticipated that the fiber would be equipped for transmission of signals at rates up to 2 Gbps (2,000,000,000 bits per second) and above and the company must ensure that, installing and maintaining the network, it does nothing inconsistent with such a use. Initially, the network will utilize twelve (12) Data Centers and nine (9) dedicated fiber optic links interconnecting to Data Centers.

The Data Centers would become the points of interconnection to the HFC portion of the Institutional Network and to dedicated links to other locations within and outside the City and as needed. The company shall provide "dark" fiber brought to a point within the Data Center, and terminated in the same manner that dark fiber is terminated under the Corrective Plan. The City would provide the necessary equipment to light the fiber.

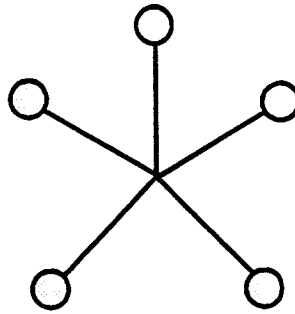
The twelve (12) Data Centers shall be at the following locations within Saint Paul:

City Hall Annex	25 W. Fourth Street
City Hall Court House	15 W. Kellogg Boulevard
Public Works Maintenance Garage	981 N. Dale
Public Safety Annex	100 E. 10 th Street
Civic Center	143 W. Fourth Street
Juvenile Detention Center	480 Saint Peter Street
Ramsey County Government Center East	160 East Kellogg Boulevard
Ramsey County Government Center West	50 West Kellogg Boulevard
Adult Detention Center	14 West Kellogg Boulevard
Public Schools Administration Building	
Public Library Administration Building	
1 Center to be identified by City by 11/30/98	

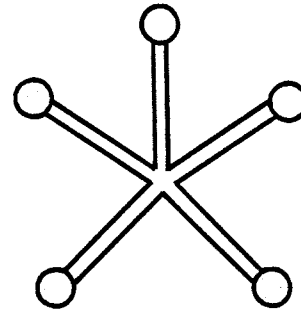
The company shall provide and install the fiber optic cables for interconnecting the Data Centers by either the "Ring," "Star," or "Star-Wired Ring" topology, as typified in the following drawings.



RING



STAR

STAR-WIRED
RING

In the Ring topology, the interconnections between the Data Centers would be based upon redundant dual rings. A minimum of six (6) single mode fibers shall be provided between the Data Centers. To provide for the greatest reliability in the event of a cable being physically damaged, cables would be routed so no interconnections between more than two Data Centers would be in the same cable path.

In the Star topology, the central core location where the cables come together could be one of the Data Centers. Although this topology would not be as reliable as the above Ring topology in the event of a cable being physically damaged, the cable company shall provide routing which will optimize reliability. A minimum of twelve (12) single mode fibers shall be provided between each of the outlying Data Centers and the Core location. If the Star topology is used, the Core location shall be at the City Hall Annex.

In the Star-Wired Ring topology, the central core location where the cables come together could also be one of the Data Centers. Although this topology would not be as reliable as the above Ring topology in the event of a cable being physically damaged, the cable company shall provide routing which will optimize reliability. A minimum of twelve (12) single mode fibers shall be provided between each of the outlying Data Centers and the Core location. If the Star-Wired Ring topology is used, the Core location shall be at the City Hall Annex.

Nine (9) locations shall be provided with dedicated fiber optic links to their nearest appropriate Data Center. Each of the links shall contain six (6) single mode fibers.

The nine (9) locations with dedicated fiber optic links to Data Centers shall be at the following locations within Saint Paul:

Fire Equipment Services	1675 Energy Park Drive
Parks & Recreation Hamline Garage	1100 N. Hamline Avenue
Water Department Hamline Yard	277 N. Hamline Avenue
Health Department	555 Cedar Street
Commerce Building	8 E Fourth Street
4 Locations to be identified by City by 11/30/98	

By nine months following the effective date of this franchise, or within ninety days from the time the City identifies the additional Data Center and dedicated links, whichever is sooner, the cable company shall submit to the City the company's initial engineering design plans for providing "dark fiber" to the twelve (12) Data Centers and nine (9) dedicated links at the locations identified above. Selection of specific routing, building locations, and fiber termination details within the buildings will be done cooperatively between the cable company and the City. The City will have final approval of the design, which will not be unreasonably withheld.

By December 31, 2000, the cable company shall have completed the installation and have made available for use the above described "dark fiber" for the Data Centers and dedicated links.

The City shall be responsible for the installation, operation, and maintenance of terminal and other equipment used with these "dark" fibers located at User premises beyond the demarcation point.

The cable company shall provide these fibers and the use of the fibers at no cost to the City, except as the franchise otherwise provides. If needed, the company will provide space at the Headend for the equipment required for the use of the fibers; it shall have the same obligation to provide space for such purposes as it has with respect to the HFC Institutional Network under the Corrective Plan. Company will maintain all equipment at the Headend, except as the franchise otherwise provides. The company shall be responsible for the maintenance of the fiber to performance within manufacturer's specifications at all times.

In the event any fiber falls below manufacturer's specifications at any time, a condition of the routing results in detectable interference being introduced into the transmissions, or changing physical conditions may reduce the reliability of the transmission path, the cable company shall replace and/or transfer the affected fiber's operation to other fiber within four (4) hours of becoming aware of the problem.

For purposes of testing the dark fiber, the Company shall follow the same testing procedures for dark fiber provided under the Corrective Plan

(for acceptance, for annual and for semi-annual testing). The Company will follow the same procedure for testing headend equipment that it maintains as applies to the link between the City Hall Annex and the Headend under the Corrective Plan.

The dark fiber and the equipment at the Headend that company is required to provide must satisfy the reliability standards set forth in the Corrective Plan.

The provisions of Attachment 2-F-1 (Service Call Processing and Tracking) shall also apply to the Fiber Institutional Network described herein, Attachment 2-F-2 (Reliability), and the standards set out on Attachment 2-F-6 (Connecting Link Data Oriented Testing) shall apply.

CORRECTIVE PLAN AGREEMENT

December 22, 1997

Whereas, the City of St. Paul and Continental Cablevision ("Company") entered into a Transfer and Franchise Modification Agreement in November, 1996 (the "Transfer Agreement") that required Continental Cablevision to submit a Corrective Plan for the Institutional Network, and to implement that Corrective Plan by August 15, 1997; and

WHEREAS that Transfer Agreement required the company provide an Institutional Network that could be reliably used to provide high-quality, bi-directional voice, video and data transmissions (including packet-switched data) among multiple users, and that can support expansion of services and transmission capabilities; and

WHEREAS, the City issued a Notice of Violation to Continental Cablevision in September based upon that agreement; and

WHEREAS, the parties have now agreed upon a Corrective Plan that is intended to accomplish the goals of the Transfer Agreement, which Plan is attached hereto; and

WHEREAS the parties have further agreed that the Institutional Network upgrade described by the Plan shall be completed by a time certain;

IT IS THEREFORE AGREED THAT:

1. The Corrective Plan consists of the document entitled "Corrective Plan" and all the attachments thereto.
2. The City accepts the Corrective Plan in full satisfaction of Company's obligation to submit a Corrective Plan under Section 4 of the Transfer Agreement. The City further agrees to rescind the Notice of Violation, so there is no outstanding Notice of Violation. These agreements are subject to the following. Company agrees that it will comply with all its obligations under the Corrective Plan, and agrees that each obligation shall be fully enforceable against it, notwithstanding any other provision of federal, state, or local law that might otherwise preempt or limit the enforceability of a particular requirement. If Company ever raises as a claim or defense, directly or indirectly, that any part of the Corrective Plan is invalid or unenforceable, then the City's acceptance of the same, and its rescission of the Notice of Violation, will be null and void, as if the same had never occurred.
3. In the event of a conflict between the Corrective Plan, and the obligations of the Company with respect to the Institutional Network set out in Appendix H, Section 2 and Section 3, the Corrective Plan shall control. Company's obligations are not

limited by implication. By way of example and not limitation, Company's obligations with respect to the CityLink are not affected by the Corrective Plan. By way of example and not limitation, the Institutional Network technical performance standards set forth in Section XV of the application for a franchise that is incorporated into Appendix H by reference are intended to be superseded by the Corrective Plan. The parties agree to make such amendments to Appendix H as are appropriate to reflect this understanding, and to reflect the obligations imposed by the Corrective Plan, including by incorporating this Agreement and the Corrective Plan by reference into Appendix H. Pending incorporation of this Agreement into Appendix H, without limiting the other provisions of this Agreement, the City shall have all remedies available to it that it would have, had this Agreement and the Corrective Plan already been incorporated into Appendix H. Any breach of this Agreement and the Corrective Plan will also constitute a breach of the franchise. During the upgrade of the Institutional Network, existing obligations under Appendix H will continue to apply until the upgraded system is completed and operating at a particular location.

4. The Corrective Plan will be interpreted in the light most favorable to the City. In the event of a conflict between portions of the Plan, the provision of most benefit to the City will control.
5. The parties agree that, notwithstanding any other provision of Appendix H, if the Company fails to complete construction and activation of the upgraded Institutional Network to the standards set forth in the Corrective Plan by August 1, 1998, then Company will be deemed to be in default of its obligations under its Franchise and this Agreement. Provided, however, that the time for completion will be extended if the Company files for permits and site authorizations required from the City within the time limits set forth in the Corrective Plan, and the City fails to act upon the permit requests and site authorizations submitted by the Company within 30 days. The extension will be for one day for every day after 30 that the City fails to act upon the permit requests for that part of the Corrective Plan affected by the City's failure to act. The City, without providing any opportunity to cure, may impose any remedy or take any action that it could take under the Franchise or this Agreement after having provided full notice and opportunity to cure (including drawing upon the security provided for herein). Provided, however, that the City will not take any such action without providing the Company notice that it intends to act, the reasons why it is believed that the Company is in default, and providing the Company, in lieu of hearing requirements that might otherwise apply, 15 days to show to the City's satisfaction that it in fact is in full compliance with the Corrective Plan. The notice may be provided by letter from the Cable Communications Officer. The parties agree to make such amendments to Appendix H as may be required to implement this provision.

6. The parties agree that this Corrective Plan is intended to address obligations of the Company arising under its existing Franchise. It is not intended to establish the requirements for a renewal franchise, nor does the acceptance of this Corrective Plan constitute an admission or evidence that the upgraded Institutional Network will reasonably satisfy the future cable-related needs and interests of the City. The parties further agree that there is nothing in the Corrective Plan that constitutes a franchise fee within the meaning of federal, state or local law.
7. The parties agree that the Corrective Plan is in the nature of a settlement related to existing obligations. The parties stipulate that implementation of the Corrective Plan will not result in a rate increase to subscribers.
8. The upgraded Institutional Network shall continue to be available for use at no charge to the City and its authorized Users and the ongoing obligations of the Company under the Corrective Plan shall continue, until or unless a renewal franchise or replacement franchise goes into effect.
9. No later than January 15, 1998, the Company shall deliver to the City an irrevocable Letter of Credit in the principal amount of \$500,000, in a form and from a surety acceptable to the City and payable to the City upon demand, upon the occurrence of an Event of Default under the Corrective Plan.

The Company shall, at least 30 days prior to the expiration of the Letter of Credit, deliver to the City a replacement for the Letter of Credit meeting these same requirements and in a form and from a surety acceptable to the City, if the City has not confirmed completion of the activities required by the Corrective Plan 30 days prior to the expiration of the original Letter of Credit.

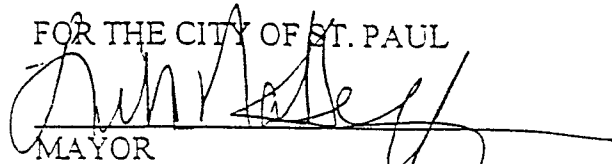
Provided no Event of Default has occurred and not been fully cured as provided in the Corrective Plan, upon confirmation of completion by the City, the City shall surrender the Letter of Credit to the Company.

10. For the purposes of Section 9 above, the following shall be "Events of Default" under this Agreement and the Corrective Plan, and the term "Event of Default" shall mean whenever it is used in this Agreement or the Corrective Plan any one or more of the following events:
 - a. failure by the Company to meet the deadline for completion of the Institutional Network upgrade; or
 - b. failure by the Company to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed

under the Agreement or Corrective Plan and the continuation of such failure for a period of 15 days after written notice of such failure.

SIGNED AND AGREED TO THIS ____ day of December, 1997


FOR THE CITY OF ST. PAUL


MAYOR


DIRECTOR OF FINANCIAL SERVICES

SIGNED AND AGREED TO THIS ____ day of December, 1997

FOR CONTINENTAL CABLEVISION OF ST.
PAUL, INC.



BY:

ITS: VICE PRESIDENT OPERATIONS - MN

December 20, 1997 (10:54AM)
version 6

CORRECTIVE PLAN
December 18, 1997

1. Institutional Network.

- a. Company shall upgrade its Institutional Network pursuant to the design and construction schedule set forth in this Corrective Plan and the attachments to it, which shall be incorporated herein by reference and thereby made a part hereof. The Institutional Network upgrade shall commence with the process of initial application by Company for permits and site authorizations by January 15, 1998. Construction of the upgrade shall be completed by August 1, 1998, unless the time for completion is extended in accordance with the Corrective Plan Agreement between the parties. The construction schedule is set forth in Attachment G hereto. Within thirty (30) days after completion of Institutional Network upgrade construction, all acceptance testing shall have been completed as further described in Attachment 2-E. City confirmation of the Institutional Network upgrade shall be provided in writing to Company in accordance with Attachment 2-F. The Institutional Network shall continue to be interconnected with the subscriber network, except where specifically noted otherwise.

2. Upgrade Institutional Network Design and Equipment.

- a. The upgraded Institutional Network shall be of hybrid-fiber coaxial (HFC) design consisting of 15 interconnected segments. The 15 segments of the Institutional Network will result from 13 optical fiber trunks (each with no more than 10 amplifier cascades) and two coaxial cable trunks (each with no more than 14 amplifier cascades) and will include appropriate switching, all as described generally in Attachment 2-A hereto and, more specifically, on the design set forth on Attachment 2-B hereto. In addition, the Institutional Network will include two links referred to below as "Connecting Links." The first is a direct optical fiber link between City Hall and Company's Headend located at 1140 Sims Avenue. This link, which includes a fiber link from the City Hall to the router at the Headend, and a link from the City Hall Annex to the Ethernet switch at the Headend, is more particularly described in the attachments hereto. Company also shall place and dedicate 12 single mode fibers and 12 multi mode fibers dedicated for City use between City Hall Annex and the Public Safety Annex located in downtown St. Paul, as generally described on Attachment 2-A hereto and consistent with its design reflected on Attachment 2-B hereto.
- b. Basic equipment to be provided by Company and utilized in the upgraded Institutional Network is as set forth in Attachment 2-C hereto. The list contains the basic model identification and several general categories described with terms

such as generic or miscellaneous. The total group of equipment, cable, hardware and associated items which the Company actually installs will contain various additional items and modules that are not specifically listed. However, the Company will provide all equipment, modules, cable, connectors, hardware, and any additional items needed to have a totally operational Institutional Network that is in full compliance with the operational standards set forth herein. The Company is responsible for maintaining and replacing as necessary any equipment that it provides or has provided that is to be used in the upgraded Institutional Network. The Corrective Plan is to result in an Institutional Network that can be reliably used to provide high-quality, bi-directional voice, video and data transmissions (including packet-switched data) among multiple users, and that can support expansion of services and transmission capabilities.

- c. Consistent with Attachment 2-C hereto, Company shall provide requisite transport switching, modulator and demodulator equipment sufficient to facilitate a Channelization Plan as set forth in Attachment 2-D hereto. It is understood that the Channelization Plan will change over time based on specific utilization by institutions. The City may alter the Channelization Plan so long as it does not interfere with the use of the channels reserved for Company's use, or the pilot and control channels described in the Channelization Plan.
- d. The Company is not required to interconnect the fiber connecting the City Hall Annex and the Public Safety Annex to the other portions of the Institutional Network, but the City may do so. The fibers provided will be "dark fibers." City shall provide and be responsible for any transmission, end user, or terminal equipment required for utilization of the City Hall Annex/Public Safety Annex link described herein.
- e. Institutional users may add equipment at any time, upon providing Company sixty (60) days advance written notice, and subject to the approval of the Company to ensure that the equipment to be attached to the system will not interfere with the technical performance of the network for which it is responsible. Approval will not be unreasonably withheld, and will be deemed granted if the Company does not disapprove of the attachment within 60 days of notice. No approval is required for attachment of equipment in connection with the Institutional Network upgrade.
- f. Status monitoring equipment will be installed at the end of the longest cascade (or, if appropriate, based on consultation with the City, the user location furthest from the Headend in any given "Segment" or run) from the Headend for each (29) of the primary trunk segments off each OTN. In addition, each of the OTN's and Power Supply locations shall be monitored. This approach results in 13 monitors at OTN locations, 29 monitors on coaxial segments off the OTN locations and 3

monitors on coaxial only segments plus 71 power supply locations. The exact location of the monitors shall be jointly planned by the Company and city to provide the greatest benefit to the City user community. This is consistent with that generally demonstrated on Attachment 2-E hereto and as more specifically demonstrated on the design at Attachment 2-B hereto. In addition, status monitoring will be deployed at the Headend. C/W carriers utilized for status monitoring will also be installed at every longest cascade on each leg of the upgraded Institutional Network in order to facilitate testing and monitoring of the return path.

- g. When fiber or coaxial cable and associated equipment is being installed, replaced or relocated as part of the upgrade within a location, the cable and equipment shall be brought to a point or points within the location designated by the location.

3. Maintenance, Performance Standards and Testing.

- a. Company shall be responsible for the ongoing maintenance and performance of the upgraded Institutional Network from a Demarcation Point through the network, including the Headend.
- b. The Demarcation Point will be as follows:
 - i. For the Connecting Link between the City Hall Annex and the Public Safety Annex, the termination point of the fiber, which shall be at a point designated by the City within those buildings.
 - ii. For the Connecting Link between the City Hall and the Headend,
 - (1) the Demarcation point for the fibers from the City Hall Annex to the Headend shall be the Ethernet switch, with the Company being responsible for that switch;
 - (2) the Demarcation point for the link furthest from the City Hall to the Headend shall be the modulators in City Hall used to place signals on the link, with the Company being responsible for those modulators.
 - iii. For the remainder of the Institutional Network that is being upgraded as part of this plan, the Demarcation Point will be the point within the location where the Institutional Network connects to the internal distribution system of that location, or to the signal processing devices that place the signal on the Institutional Network (modulators or modems), whichever is closest to the Headend, and not including the device except as described below. *Provided, however*, that an Institutional Network User may elect to make the Demarcation Point the outside of the building, in which case Company will ensure that it can test at the outside of the

building for compliance with the requirements of the Corrective Plan. If an Institutional Network User does not elect to establish the Demarcation Point at the outside of the building, then the Company reserves the right to charge the User Company's costs for service calls that result from Users moving or otherwise abusing the interior connections for which the Company is responsible.

- c. Company will also be responsible for ongoing maintenance and performance and replacement of any equipment that it provides or has provided, whether located behind the Demarcation Point or not.
- d. Company will not charge municipal and non-commercial public sector users of the dedicated bandwidth for maintaining or operating that portion of the network, including transport network connections between the Institutional Network, the subscriber network and Citylink, or for the ongoing maintenance, performance and replacement of equipment that it is obligated to perform. Users shall be responsible for all standard maintenance beyond the Demarcation Point and maintenance of all end user or institution-owned equipment, except as described above.
- e. Commencing with completion of construction of the upgraded Institutional Network, Company shall implement the maintenance program set forth in Attachment 2-F hereto. Commencing with completion of construction of the upgraded Institutional Network, Company shall assure compliance with the performance standards, measuring techniques, and testing set forth therein, including the reliability standards.

4. Capacity available to the City.

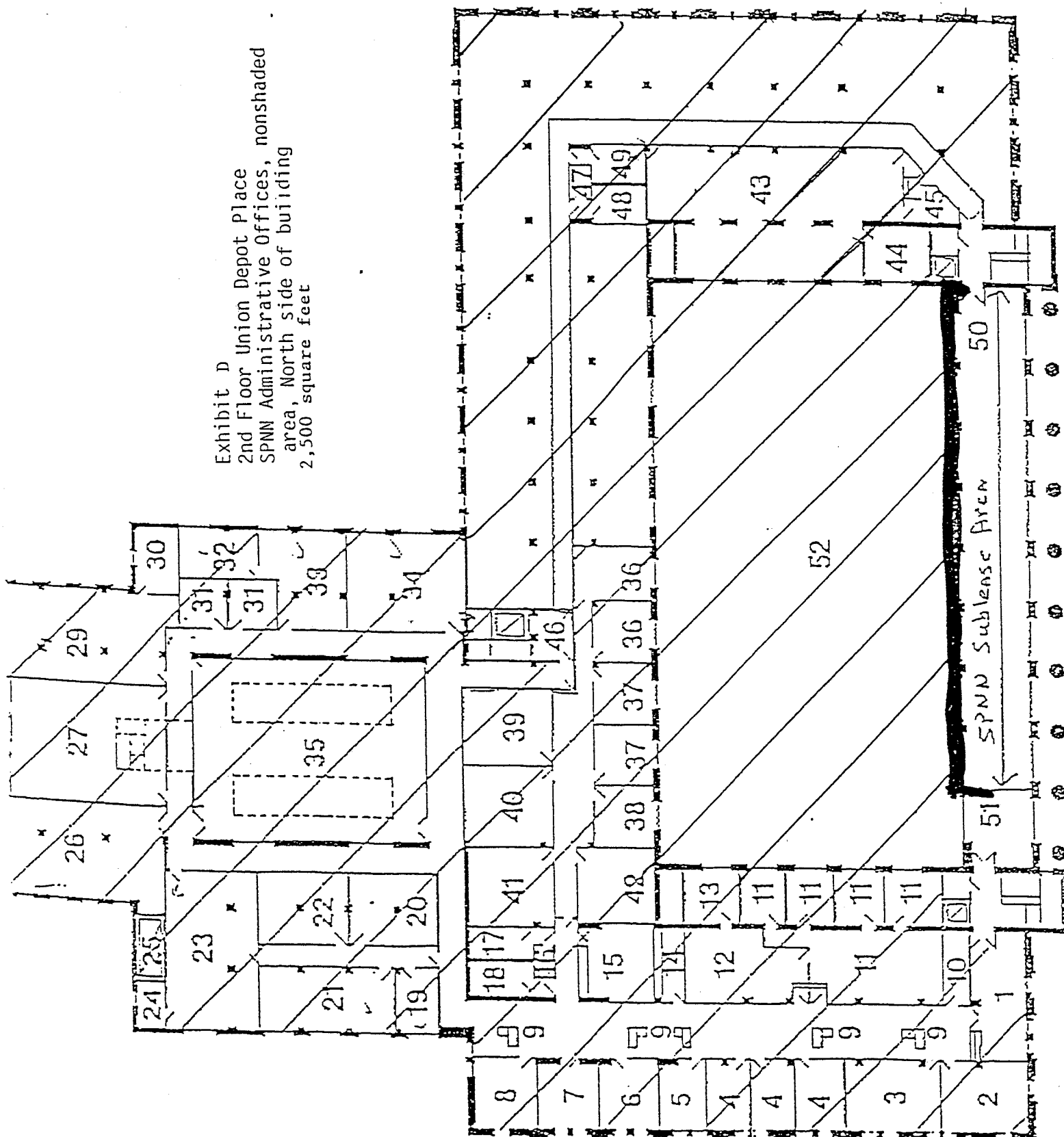
- a. The City or its designated Users will have the exclusive use of the Connecting Links. With respect to the other portions of the Institutional Network upgraded as part of this Corrective Plan, the Company will make available all existing Institutional Network frequency spectrum bandwidth in each upstream and downstream category to municipal and noncommercial public sector uses, to be used at the city's discretion to the extent such capacity is not currently utilized by Company for providing commercial services. If the Institutional Network's bandwidth is increased, fifty (50) percent of any increased bandwidth will be dedicated to municipal and noncommercial public sector uses pursuant to a mutually acceptable channelization plan. There will be full interconnection between the Institutional Network and the remote origination points on it, the teleconference capacities (if any) of the Institutional Network and the subscriber network, and technical assistance will be provided in using the interconnection. Institutional Network capacity will be provided at no charge. The Company will

maintain and operate the Institutional Network from the Demarcation Point through the network, including the Headend, and will not charge municipal and noncommercial public sector users of the dedicated bandwidth for maintaining or operating that portion of the network, including transport network connections between the Institutional Network, the subscriber network and city link. The current spectrum used by the Company's commercial users is 12 MHZ in the forward path and 12 MHZ in the reverse path.

5. **Non Commercial Use.** The limitations on noncommercial use shall extend to the upgraded Institutional Network, including the Connecting Links.
6. **Free Drops.**
 - a. As part of the upgrade, the Company will provide an Institutional Network drop to every location that has an Institutional Network drop or had an Institutional Network drop at any time prior to December 1, 1997. There will be no charge for these drops. The Company is not required to provide a drop to a location that does not desire a drop.
 - b. The Company shall provide, upon written request, one free subscriber and/or Institutional Network coaxial drop as appropriate to each public and private school, public library branch, police and fire station, community center and public building and to such other institutions as the city may reasonably request from time to time, as set forth in Appendix H, Article I, Section 12.c. except that the Company is only required to provide Institutional Network drops to a facility that, at the time the request is made, is adjacent to the then-existing Institutional Network path (regardless of specific accessibility); *provided that*, if a requesting location had been passed by the Institutional Network prior to the upgrade, it will be treated as passed by the Institutional Network after the upgrade .
 - c. Basic service will be provided free of charge with each free subscriber network drop path (regardless of specific accessibility).
7. **Implementation and Management.** City shall be entitled to make final decisions and is solely responsible for making final decisions with respect to allocation of the channel capacity on the Institutional Network and for managing issues of use and resolving all disputes that may arise between Users.
8. **Payment.** No later than January 15, 1998, Company shall make a payment to the City in the amount of \$280,000 to be used, at City's discretion, for any Institutional Network purpose (including by way of example and not limitation, for purchase and deployment of modems and internal wiring, and operational support).

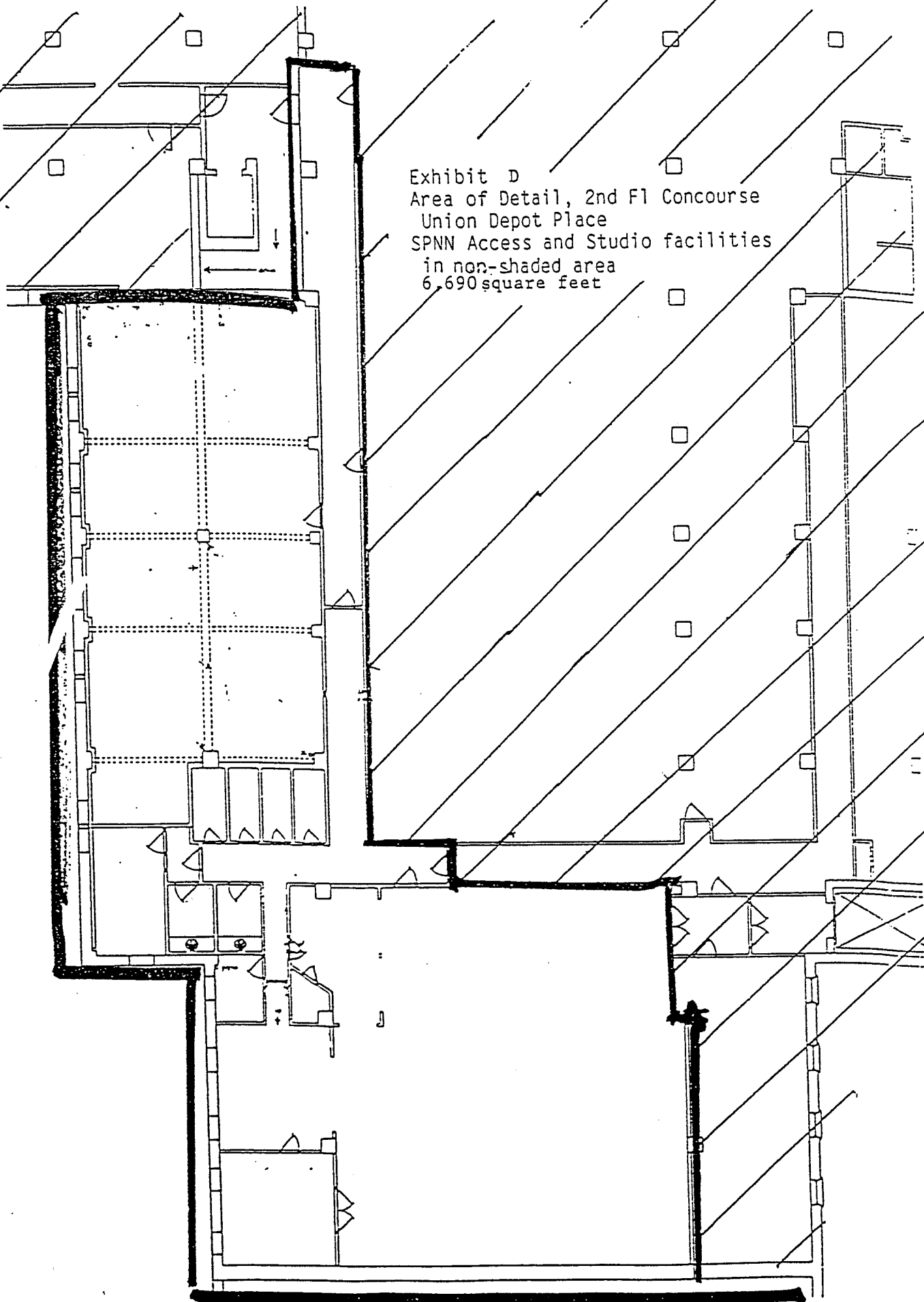
9. **Confirmation.** Upon confirmation of Institutional Network upgrade by City as provided in the attachments hereto, the Company shall be deemed in compliance with all prior or current Institutional Network obligations under the Franchise, and City shall have no claim of any prior violation or default of any such obligation.
10. **Alteration of Cable System.** If the Company alters its Cable System, or moves its Headend so that the Institutional Network must be changed, or additional equipment and facilities are required to prevent any change in the quality of service or additional costs to the Institutional Network Users, the Company must make the changes or otherwise act to ensure that the change in its plant in no way affects the Institutional Network or the use of it by the City or the City's authorized users.

Exhibit D
2nd Floor Union Depot Place
SPNN Administrative Offices, nonshaded
area, North side of building
2,500 square feet



98-234

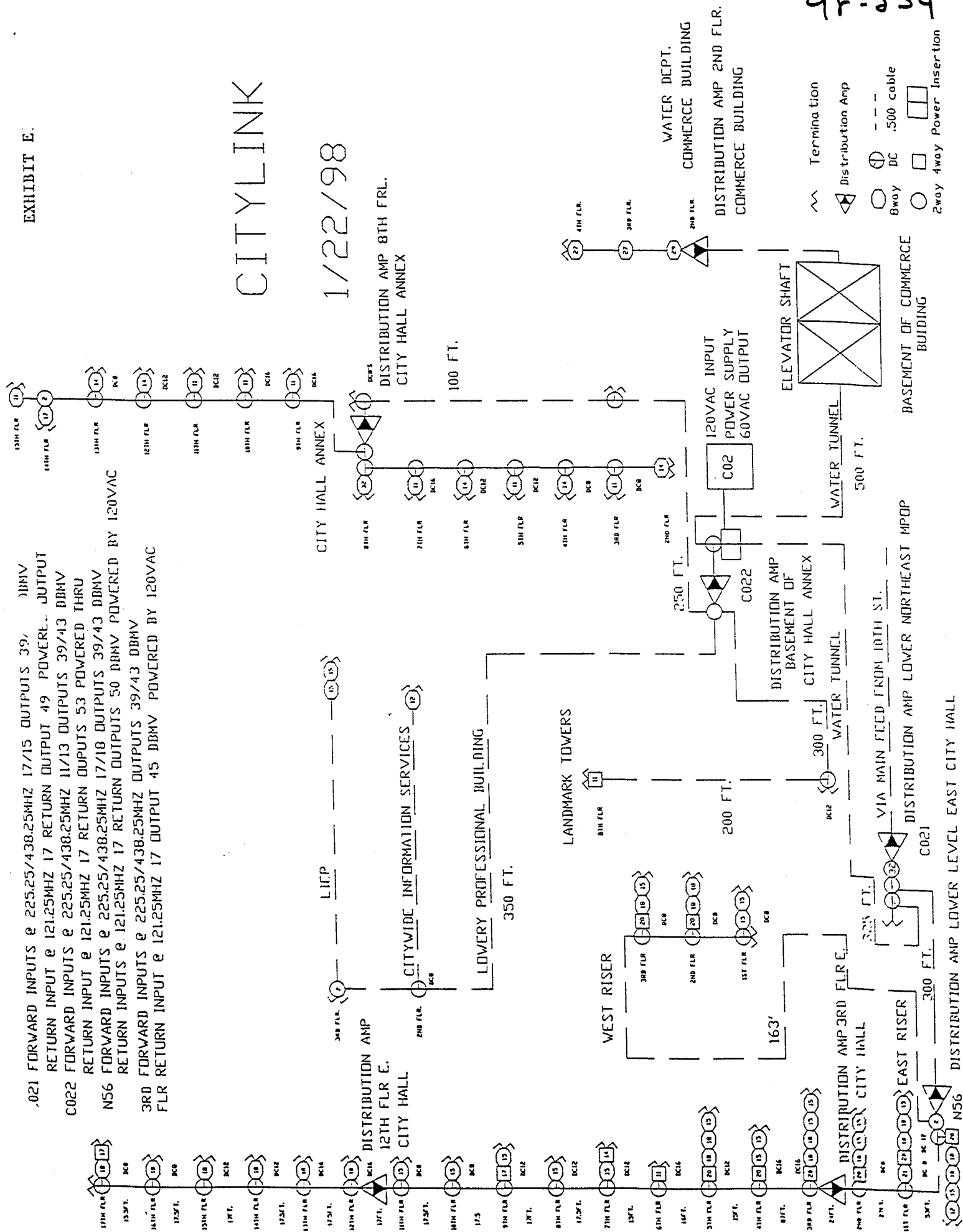
Exhibit D
Area of Detail, 2nd Fl Concourse
Union Depot Place
SPNN Access and Studio facilities
in non-shaded area
6,690 square feet



X

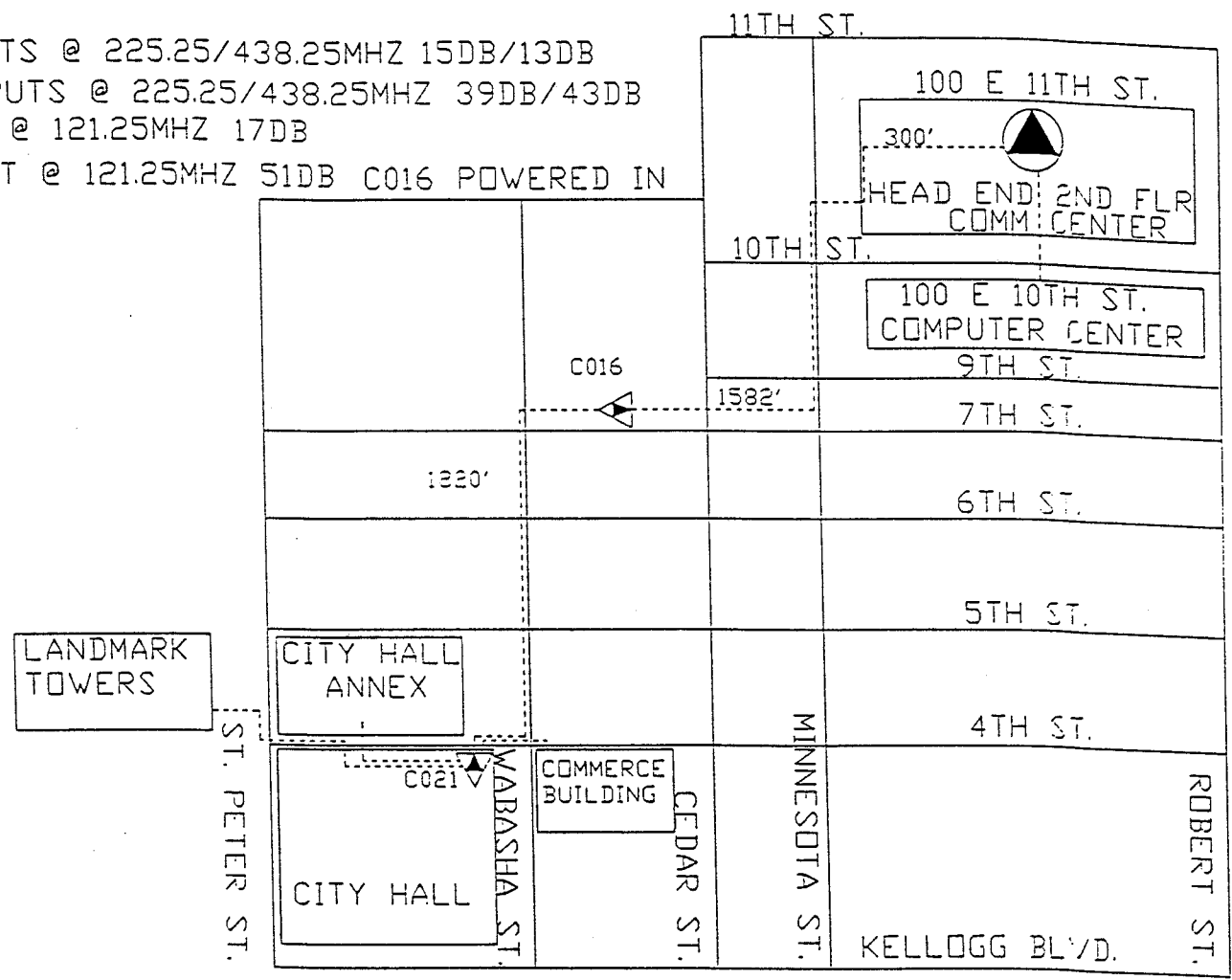
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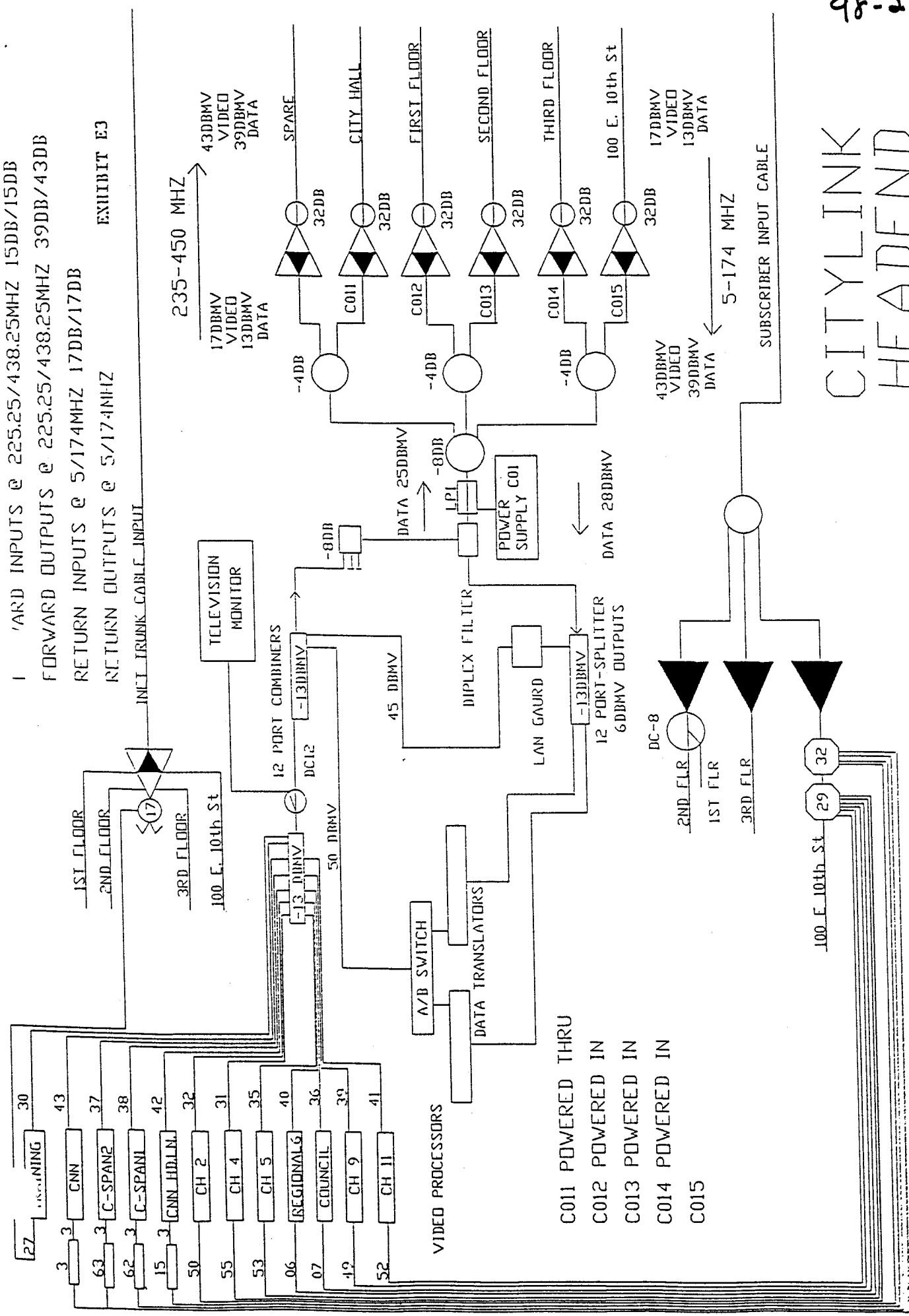
FORWARD INPUTS @ 225.25/438.25MHZ 15DB/13DB
 FORWARD OUTPUTS @ 225.25/438.25MHZ 39DB/43DB
 RETURN INPUT @ 121.25MHZ 17DB
 RETURN OUTPUT @ 121.25MHZ 51DB C016 POWERED IN

CITYLINK
 1/22/98



1 'ARD INPUTS @ 225.25/438.25MHZ 15DB/15DB
 FORWARD OUTPUTS @ 225.25/438.25MHZ 39DB/43DB
 RETURN INPUTS @ 5/174MHZ 17DB/17DB
 RETURN OUTPUTS @ 5/174MHZ

EXHIBIT E3



CITYLINK HEADEND

Head End location = 100 E.11th St.
 Public Safety Annex = 100 E.10th St.

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